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Swift Transportation Co. of AZ LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

MITCHELL SAVOY, an individual,

Plaintiff,

v.

RICARDO BARCENA, individually; SWIFT
TRANSPORTATION CO. OF AZ, LLC; and
DOES I through X, inclusive; ROE
CORPORATIONS XI through XX, inclusive,

Defendants.

CASE NO.: 2:21-cv-00361-RFB-VCF

**STIPULATION AND ORDER FOR
CONFIDENTIALITY AND
PROTECTIVE ORDER**

With regard to materials disclosed in the course of the above-captioned lawsuit ("Lawsuit"), which constitute or contain trade secrets or other confidential research, development, or commercial information of the parties ("Confidential Material"), the parties stipulate that the following procedures shall govern:

1. This Order is meant to encompass all forms of disclosure which may contain Confidential Material, including any document, pleading, motion, exhibit, declaration, affidavit, deposition transcript, inspection and all other tangible items (electronic media, photographs, videocassettes, etc.).

2. The parties may designate any Confidential Material produced or filed in this Lawsuit as confidential and subject to the terms of this Order by marking such material "Confidential." If

1 any material has multiple pages, this designation need only be placed on the first page of such
2 material. Any material designated as "Confidential" shall not be disclosed to any person or
3 entity, except to the parties, counsel for the respective parties, and expert witnesses assisting
4 counsel in this Lawsuit. This designation must be made in good faith as this agreement is not
5 intended to be a blanket order of confidentiality for all information disclosed in this case.

6 3. Any material designated as confidential pursuant to paragraph 2 above shall be used
7 solely for the purposes of this Lawsuit.

8 4. Prior to disclosure of Confidential Material, each person to whom disclosure is to be
9 made shall execute a written "Confidentiality Agreement" (in the form attached hereto as Exhibit
10 "A" consenting to be bound by the terms of this Order. The parties, counsel for the respective
11 parties (including legal assistants and other personnel), and retained experts or consultants are
12 deemed to be bound by this Order and are not required to execute a Confidentiality Agreement.

13 5. Only counsel of record in this Lawsuit shall be permitted to disseminate Confidential
14 Material. Upon dissemination of any Confidential Material, each non-designation counsel of
15 record in this Lawsuit shall maintain a written record as to: (1) the identity of any person given
16 Confidential Material, and (2) the identity of the Confidential Material so disseminated (such as
17 by "Bates stamp" number). Such record shall be made available to the designating party upon
18 request.

19 6. If additional persons become parties to this Lawsuit, they shall not have access to any
20 Confidential Material until they execute and file with the Court their written agreement to be
21 bound by the terms of this Order.

22 7. In the event that any question is asked at a deposition that calls for the disclosure of or
23 testimony regarding Confidential Material, the witness shall answer such question (unless
24 otherwise instructed not to do so on grounds of privilege) provided that the only persons in
25 attendance at the deposition are persons who are qualified to receive such information pursuant
26 to this Order. Deposition testimony may be designated as confidential on the record at the time
27 of the deposition and/or the deposition transcript may be designated as confidential subsequently
28

1 thereto. All such deposition transcripts shall be treated as "Confidential" in their entirety
2 pursuant to paragraph 2 above. The party designating information or documents as confidential
3 shall make arrangements with the court reporter not to disclose any information except in
4 accordance with the terms of this Order.

5 8. If a deponent refuse to execute a Confidentiality Agreement, disclosure of Confidential
6 Material during the deposition shall not constitute a waiver of confidentiality. Under such
7 circumstances, the witness shall sign the original deposition transcript in the presence of the
8 court reporter and no copy of the transcript or exhibits shall be given to the deponent.

9 9. With respect to any communications to the Court, including any pleadings motions or
10 other papers, all documents containing Confidential Material shall be communicated to the Court
11 in a sealed envelope or other appropriate sealed container on which shall be written the caption
12 of this Lawsuit, an indication of the nature of the contents of the sealed envelope or container,
13 and the words "**CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE**
14 **ORDER**" (or language to this effect). All communications shall clearly indicate what is
15 designated as "Confidential". Any communications containing Confidential Material shall be
16 returned to the submitting party upon termination of this Lawsuit (whether by dismissal or final
17 judgment) or destroyed.

18 10. The Clerk of this Court is directed to maintain all communications received by the
19 Court pursuant to paragraph 9 above under seal in accordance with all local and governing laws
20 and rules. All such communications shall be maintained in the Court's file in a sealed envelope or
21 other appropriate sealed container on which shall be written the caption of this Lawsuit, an
22 indication of the nature of the contents of the sealed envelope or container, and the following
23 statement: "Enclosed are confidential materials filed in this case pursuant to a Protective Order
24 entered by the Court and the contents shall not be examined except pursuant to further order of
25 the Court."

26 11. If a non-designating party is subpoenaed or ordered to produce Confidential Material by
27 another court or administrative agency, such party shall promptly notify the designating party of the
28

1 pending subpoena or order and shall not produce any Confidential Material until the designating
2 party has had reasonable time to object or otherwise take appropriate steps to protect such
3 Confidential Material.

4 12. If a party believes that any Confidential Material does not contain confidential
5 information, it may contest the applicability of this Order to such information by notifying the
6 designating party's counsel in writing and identifying the information contested within fourteen (14)
7 calendar days from the date of its production. The parties shall meet and confer and attempt to
8 resolve the issue. If the dispute is not resolved after such efforts, the party seeking the protection
9 may file a motion for a protective order with respect to the contested information. Alternatively,
10 the party demanding disclosure may file a motion for such relief with the Court. Information that
11 is subject to a dispute as to whether it is properly designated shall be treated as designated in
12 accordance with the provisions of this Order until the Court issues and enters into Order a final
13 and binding ruling upon the aforementioned motion(s).

14 13. Inadvertent failure to designate any material "Confidential" shall not constitute
15 waiver of an otherwise valid claim of confidentiality pursuant to this Order, so long as a claim of
16 confidentiality is asserted within fourteen (14) calendar days after discovery of the inadvertent
17 failure. At such time, arrangements shall be made by the parties to designate the material
18 "Confidential" in accordance with this Order.

19 14. This Order shall be without prejudice to the right of any party to oppose production of
20 any information or object to its admissibility into evidence.

21 15. When any counsel of record in this Lawsuit or any attorney who has executed
22 Confidentiality Agreement becomes aware of any violation of this Order, or of facts constituting
23 good cause to believe that a violation of this Order may have occurred, such attorney shall report
24 that there may have been a violation of this Order to the Court and all counsel of record.

25 16. Within thirty (30) days after the termination of this Lawsuit (whether by dismissal of
26 final judgment), all Confidential Material (including all copies) shall be returned to counsel for
27 the designating party or destroyed.
28

1 17. After the termination of this Lawsuit, the provisions of this Order shall continue to be
2 binding and this Court shall retain jurisdiction over the parties and any other person who has
3 access to documents and information produced pursuant to this Order for the sole purpose of
4 enforcement of its provisions.

5 DATED this ____ day of _____ 2021.

DATED 23st day of April 2021.

6 **ER INJURY ATTORNEYS**

RESNICK & LOUIS, P.C.

7 */s/ Justin G. Randall*

/s/ Melissa J. Roose

8 _____
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Swift Transportation Co. of AZ LLC

14 **ORDER**

15 **IT IS ORDERED** that the provisions of this Order are hereby in effect and shall
16 continue to be binding during the pendency of this action and after conclusion of this lawsuit.
17 This Court shall retain jurisdiction over the parties and any other person who has access to
18 documents and information produced pursuant to this Order for the sole purpose of
19 enforcement of its provisions.

20 

21 UNITED STATES MAGISTRATE JUDGE

22 DATED: 4-26-2021

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Defendants.

CASE NO.: 2:21-cv-00361-RFB-VCF

**CONFIDENTIALITY AGREEMENT
EXHIBIT "A"**

IT IS HEREBY AGREED that I, the undersigned, am bound by the terms of the
Stipulation and Order for Confidentiality and Protective Order entered in the above referenced
matter.

DATED: _____ NAME: _____
TITLE: _____